



WAIVER OF CLAIMS, RELEASE FROM LIABILITY AND ASSUMPTION OF RISKS

PARTICIPANT INFORMATION		
Full Name:		
Date of Birth:	Email:	
Current Address:		
City:	Province:	Postal Code:
Emergency Contact (name, relationship & ph#):		Cell#:

PLEASE READ CAREFULLY: YOUR ABILITY TO ACCESS THE CLUB (AS HEREINAFTER DEFINED) AND USE ANY CLUB EQUIPMENT WILL NOT BE CONSIDERED UNLESS THIS DOCUMENT IS COMPLETED AND SIGNED. BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. PARTICIPANTS 18 AND UNDER REQUIRE A PARENT OR LEGAL GUARDIAN TO SIGN AT THE END OF THIS FORM.

TO: Kelowna Outrigger Racing Canoe Club Association, doing business as the Kelowna Paddle Centre (“KPC”), Canoe Kayak Canada, Canoe Kayak BC and each of its respective directors, officers, members, agents, officials, organizers, volunteers and other representatives (collectively, the “Club”);

IN CONSIDERATION of the Club granting to the undersigned the rights and privileges of membership in the KPC and being permitted to use the KPC equipment or facilities and to participate in paddling, training, coaching, competition, festivals, workshops, clinics, operational and other activities of the KPC (collectively, the “Activities”), whether taking place in person or remotely, individually or collectively, inside or outside a sport-specific facility, the undersigned agrees as follows:

1. I hereby agree to abide by the rules and regulations established by the Club from time to time applicable to the Activities. During my participation in the Activities, I agree to act responsibly with a view to preserving my own safety and the safety of other participants.
2. I hereby acknowledge that the Activities, which may involve entering lands, properties, facilities, structures, installations, vehicles or equipment owned, leased, operated or otherwise controlled by the Club (collectively, the “Premises”), involve reasonably foreseeable risks, dangers and hazards inherent in paddling and associated outdoor water sports including but not limited to: drowning; collision with other persons or objects; being struck by a paddle and/or watercraft; the risk of stroke, heart attack or other similar life threatening conditions caused by physical exertion; the risk of personal injury including, but not limited to, cuts, scrapes, bruises, or other lesions, strains, sprains, fractures, brain injury such as concussions or other head traumas, spinal cord injury including paraplegia or quadriplegia, or death; damage to or loss of eyesight; loss of balance or control; slips, trips and falls; dehydration, exhaustion; dislocations; disability (permanent or temporary); paralysis, or death; other participants; negligent use of the Premises by others; or a failure to act safely or within one’s own ability.
3. I hereby further acknowledge that in addition to these inherent risks, the Activities involve certain additional risks, dangers and hazards, some of which may include, without limitation: physical exertion for which I may not be prepared; weather extremes, including sudden and unexpected changes; dangerous water conditions, including cold water and movement, waves, currents, rapids and white water; immersion in cold water; hypothermia; underwater entrapment; collision with natural and man-made objects, including rocks, docks and other boats; slippery docks; equipment malfunction or failure; delay or inability for rescue or medical treatment in a timely manner; potential for bodily injury or illness (including contraction of COVID-19); close proximity to or contact with others who may have been exposed to or infected with COVID-19 or other communicable illnesses; close proximity to or contact with surfaces, equipment, fixtures, or other objects that may be infected with COVID-19 or other communicable illnesses; despite the Club’s best efforts, the negligent use of the Premises by others; despite the Club’s efforts, inadequate safety measures or unsafe premises; other circumstances, known or unknown or beyond the control of the Organization, its partners, sponsors, agents, affiliates, directors, employees, officers, or volunteers; or negligence or omission of any of the aforementioned individuals (collectively, the “Risks”).
4. I acknowledge that the enjoyment of my participation in the Activities is derived, in part from the Risks, and I agree to freely accept and fully assume all risks of personal injury, death or property damage or loss, resulting from any cause whatsoever, including but not limited to, the Risks, active or passive negligence, gross negligence, imprudence, lack of skill, error of judgment, breach of contract, or breach of a statutory duty of care on the part of the Club or any such individuals from its affiliated Provincial Associations (collectively referred to as the “Affiliates”). For greater certainty and without limiting the foregoing, I acknowledge that I use the equipment and facilities of the KPC without notice of the nature, condition and state thereof, and entirely at my own risk, and I acknowledge that I am solely responsible for the safety of my person and property and that the Club assumes no responsibility whatsoever for the safety of my person or property in connection with the Activities.
5. As a condition of my participation in the Activities, I agree that my physical condition has been verified by a medical doctor to participate (or that I have been notified that my physical condition should be verified by a medical doctor and that I have consciously decided to not undergo such a verification).
6. I am aware and understand that I am expected to wear an approved Personal Flotation Device when on the water, unless otherwise stated by any government regulations that provide exemptions for the Activity(ies) and for which I qualify.
7. Furthermore, I am aware and understand that:
 - a. injuries sustained can be severe;
 - b. I may experience anxiety while challenging myself during the Activities;
 - c. I may come into close contact with other participants; and
 - d. my risk of injury increases as I become fatigued.

8. I am also aware and understand that my participation in the Activities may put me at an elevated risk of contracting or being exposed to viruses, including COVID-19 or other illnesses that may be present in the general population and/or in public spaces and that I nevertheless choose to participate in the Activities and fully assume the risk of doing so.

RELEASE

9. I hereby waive, release and forever discharge the Club from, and agree not to sue the Club in respect of, any and all damages, losses, liabilities, claims, costs and expenses (including legal fees) of any kind whatsoever and howsoever arising (including, without limitation, in respect of death, injury, loss or damage to any person or property, or any other loss or damage) that I or my heirs or next-of-kin may suffer or incur, or allege to suffer or incur, arising in any way out of my participation in the Activities due to any cause whatsoever, including without limitation, active or passive negligence, gross negligence, imprudence, lack of skill, error of judgment, breach of contract, negligent rescue, or breach of a statutory duty of care on the part of the Club or its Affiliates.
10. I agree to save harmless and indemnify the Club and its Affiliates from and against any and all liability for any personal injury, death, property damage or loss to any third party, resulting from my participation in the Activities or in the operation of the KPC. I agree that I am responsible for all costs of rescue or medical attention rendered to me or for my benefit, arising from the Activities and I agree to indemnify the Club from any and all liability in respect of any and all such costs. If I damage or lose any equipment of the Club or damage any facility of the Club, I agree that I may be held responsible for some or all of the insurance deductible payable. If insurance does not cover the damage or loss, then I agree that I may be held responsible for the cost of repairing the damage or replacing the equipment, and I agree to compensate the Club within thirty (30) days of receiving notice of such costs from the Club.
11. I grant full permission to the Club to use my name and/or likeness, and/or any photographs, video clips, motion pictures, recordings, or any other record of my Club membership or participation in the Activities, of me, for any legitimate purpose as determined by the Club, without any compensation to me. I further authorize the Club to collect and use personal information about me or my child/ward for the purpose of receiving communications (emails, newsletters, publications, announcements, invitations and other news or information) from the Club and posting articles of interest, newsletters, promotions, statistics, images and results on the Club's website and other social media. This consent is provided in compliance with the Personal Information Protection Act and the Canadian Anti-Spam Legislation. I understand that I may withdraw such consent at any time by contacting the Club directly.
12. If I am unable to consent at the time due to injury or illness, I hereby consent to the administration of first aid and other emergency medical treatment for such injury or illness that occurs while participating in the Activities or while at the KPC. Further, I hereby release and forever discharge the Club from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered as contemplated hereunder.
13. This Agreement shall be binding on my heirs, next-of-kin, executors, administrators, assigns and representatives in the event of my death or incapacity. If any provision of this Agreement is held invalid or unenforceable, it will be severed from this Agreement and will not affect the validity or enforceability of the remaining provisions of this Agreement. This Agreement sets out the entire agreement between the parties regarding the subject matter hereof and may not be amended. This Agreement and its application and interpretation will be governed exclusively by the laws of British Columbia applicable and the parties agree to the jurisdiction of the courts of the Province of British Columbia.

ACKNOWLEDGMENT: I FREELY ACCEPT AND FULLY ASSUME ALL STANDARD, COMMON AND REASONABLY FORESEEABLE RISKS, DANGERS AND HAZARDS INHERENT TO THE SPORT OF THE CANOE/KAYAK/PADDLE AND THE POSSIBILITY OF PERSONAL INJURY, ILLNESS, DEATH, OR PROPERTY DAMAGE OR LOSS RESULTING THEREFROM. I ACKNOWLEDGE THAT I AM RESPONSIBLE FOR MY CHOICE TO PARTICIPATE IN THE SPORT OF CANOE/KAYAK/PADDLE AFTER BEING NOTIFIED OF THE ABOVE-MENTIONED RISKS, DANGERS AND HAZARDS AND THAT THE LEVEL OF RISK, DANGER AND HAZARD THAT MAY AFFECT ME PERSONALLY MAY BE AFFECTED BY MY SKILL LEVEL AND EXPERIENCE IN THE SPORT OF CANOE/KAYAK/PADDLE, AS WELL AS ANY PRECAUTIONARY MEASURES THAT I MAY OR MAY NOT HAVE TAKEN TO AVOID SUCH RISKS, DANGERS AND HAZARDS AND MY CHOSEN REACTION IN ANY GIVEN SITUATION WHILE PARTICIPATING IN THE SPORT OF CANOE/KAYAK/PADDLE

By signing this Agreement, I acknowledge that I have read and understand this agreement, that I have been, by the present, made aware that I can seek legal advice regarding this agreement, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives.

FOR PARTICIPANTS WHO ARE 18 YEARS OLD AND YOUNGER: As the parent or legal guardian of the Participant, I declare that I have parental and/or legal authority to execute this agreement on behalf of the Participant, and I acknowledge that I have read and understand this agreement, and that I have been, by the present, made aware that I can seek legal advice regarding this agreement, that I have executed this agreement voluntarily, and that this agreement is to be binding upon the Participant, myself, my heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives.

Signature of Participant:	Date:
Signature of parent or guardian (if Participant is under the age of 19):	Date:
Signature of witness:	Date:

PRIVACY: KPC is committed to protecting the privacy of individuals whose personal information is collected and held in our databases as a necessary part of becoming a member or participating in the Activities. We recognize our legal obligations to protect the confidential information of our members, subscribers, program participants, and others who provide us with their personal information. We have therefore made arrangements to secure the data against the unauthorized access, collection, use, disclosure, copying, modification, disposal or destruction of personal information. The information being collected in this form is for use only by KPC for the purposes of managing membership, the facilities and coordinating the Activities.